

**adidas Australia + adidas New Zealand**  
**Terms and Conditions**  
**ADICLUB x ORIGINALS EYEWEAR**

**Terms and Conditions**

1. Information on how to enter and prizes form part of these Terms and Conditions. **Please note that this is a joint promotion between Australia and New Zealand. There is no guarantee that a winner will be selected from your country.**
2. By participating in the promotion, entrants acknowledge that they have read and understood these Terms and Conditions; and agree to be bound by them. Entries must be submitted in accordance with these Terms and Conditions to be valid.
3. The promotion commences on 7 May 2025 at 10:00am Australian Eastern Standard Time (**AEST**) and entries close on 28 May 2025 at 5:00pm AEST (**Promotion Period**). No entries will be accepted outside the Promotion Period.
4. The promotion is only open to "Eligible Entrants". Subject to these Terms and Conditions, an Eligible Entrant is a person who (a) is an Australian (excluding South Australia) or New Zealand resident; (b) is 18 years of age or older at the time of entry; (c) has downloaded and is able to access the adidas App; (d) has a current and valid adiClub membership number/account; and (e) submits their entry into this promotion in accordance with these Terms and Conditions. adiClub membership is free. Sign up for an adiClub account at <https://www.adidas.com.au/account-register> or <http://www.adidas.co.nz/account-register>.
5. Employees, outsourced staff, managers and directors of the Promoter and its related companies and suppliers and agencies involved in this promotion, or of any benefiting organisation, are not Eligible Entrants, nor are their immediate families.
6. Only one entry per person is permitted.
7. To enter the promotion, an entrant must during the Promotion Period:
  - a) visit <http://www.adidas.com.au> / <http://www.adidas.co.nz> (Website) or the official adidas Australian or New Zealand version of the mobile application () during the Promotion Period;
  - b) log into the entrant's adiClub account;
  - c) access the entry form on the Event page, from the link sent via adidas Push Notification, email electronic direct message, from the link scanned via the QR code in store or as directed on social media; and
  - d) submit all required details and personal information and complete the entry form.
8. If an entrant's contact details change, it is the entrant's responsibility to update their adiClub account details and/or notify the Promoter in writing.
9. All entries become the property of the Promoter.
10. All valid entries received during the Promotion Period will be entered into the prize draw. The prize draw will take place on 17 March 2025 at 10:00am AEST at adidas Australia, Level 6, 65 Dover Street, Cremorne VIC 3131.

The first eight [8] valid entries drawn at random from all entries entered in the draw will receive a pair of adidas Originals Limited Edition Eyewear.

Please note that there are eight Prizes for all Eligible Entrants across Australia and New Zealand combined, and as such, there is no guarantee that an entrant from your individual country will win a Prize.
11. The recommended retail price (RRP) of the total prize pool is €1,112 EUR.

12. The winners will be notified by email at the address registered to their adiClub account (unless the entrant has notified the Promoter of a change to their contact details in accordance with clause 8) by 5:00pm on 30 May 2025.
13. Any costs associated with entering the Promotion are the responsibility of the entrants.
14. The Promoter will use all reasonable efforts to contact an entrant selected as a winner, but accepts no responsibility if an entrant cannot be contacted. If an entrant selected as a winner cannot be contacted, or is unable to accept any element of the prize or is disqualified from eligibility as the winner of the prize pursuant to these Terms and Conditions, then that entrant will forfeit the prize in its entirety. The Promoter will not be liable for a winner who cannot be contacted or is disqualified from eligibility and therefore forfeits their prize and no correspondence will be entered into.
15. If necessary in order to distribute any prize which is not claimed, a second chance draw will be conducted on 6 June 2025, at the same time and place as the original draw, subject to any written directions given by any relevant regulatory authority. Winning entries from the original draw will not be eligible to win unclaimed prizes. The winners will be notified by email to the email address registered to their adiClub account (unless the entrant has notified the Promoter of a change to their contact details in accordance with clause 8) by 5:00pm on 6 June 2025.
16. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize, or any element of it, as stated. The Promoter reserves the right to substitute the prizes in whole or in part for something of equal or greater value in the event that any component of the prize is unavailable (subject to any applicable legislation) despite the Promoter's reasonable endeavours to procure the prizes. Prizes are not transferable, deferrable, exchangeable or redeemable for cash or product. The prize cannot be sold to any other person (including by online auction or private sale). Unused portions of prizes will be forfeited and no compensation will be payable in lieu of that element of the prize. The prize value is correct as at the date of preparing these Terms and Conditions and includes any applicable GST. The Promoter is not responsible for any change in prize value.
17. Prizes will only be delivered to addresses in Australia or New Zealand. Prizes will be sent by post from the Promoter's head office to the address stated on the entry form (unless the entrant has notified the Promoter of a change to their contact details in accordance with clause 8). Winners should allow 28 days from the prize draw for delivery of their prize. If the winner is an Australian resident, once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit, to the extent permitted by law.
18. Nothing in these Terms and Conditions limits, excludes or modifies any rights under the Australian Consumer Law, New Zealand law, including under the Consumer Guarantees Act 1993, or other applicable law. Except for any liability that cannot by law be excluded (in which case that liability is limited to the maximum extent allowable by law), the Promoter (including its officers, employees and agents) excludes all liability for any death, personal injury, loss or damage (including loss of opportunity and whether direct, indirect, special or consequential) suffered or incurred by any person (whether or not arising from any person's negligence) arising in any way out of or in connection with the promotion, the awarding or provision of any prizes, use of or participation in any of the prizes or the marketing of the promotion.
19. To the extent permitted by law, and without affecting consumers' rights under the Australian Consumer Law or the Consumer Guarantees Act 1993, the Promoter makes no representations or warranties, express or implied, regarding the quality or suitability of the Prize awarded as part of this Promotion and will not be responsible for breach of such representations or warranties.
20. The Promoter reserves the right to disqualify any entries in its absolute discretion. For example, the Promoter may disqualify: (a) any entrants or entries that tamper with, or attempt to tamper with the entry process; (b) incomplete, indecipherable or illegible entries or entries containing false information or incorrect contact details; (c) any entries that contain material that is obscene, indecent, objectionable, defamatory, libellous or otherwise contravenes an applicable law or infringes any third party's rights; (d) any entries that the Promoter considers inappropriate for any reason; and (e) any Winner who is not an Eligible Entrant as defined above at the date of the prize draw/second chance draw (as applicable).
21. The Promoter reserves the right, at any time, to verify the validity of entries and the details provided by entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and

Conditions. The identification necessary for verification is at the reasonable discretion of the Promoter. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

22. All entrants who are selected as winners consent to the Promoter using their name, image, likeness, character, voice or anything else that identifies them without remuneration in any media worldwide (including without limitation in national print media, on the Promoter's website and in other promotional material) for a reasonable time to publicise this promotion (including any outcome). All copyright, trademark, or other intellectual property rights in the promotion shall be owned by the Promoter, and Winner hereby disclaims and waives any claim of right to the promotional material. Such promotional material shall be solely under control of the Promoter, and Winner hereby waives any claim of control over the content of the promotional material, as well as any possible claims of misuse of Winner's name under contract, tort, or any applicable law.
23. **Privacy Statement.** The Promoter collects entrants' personal information, and may disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and related bodies corporate, and, as required, to Australian and/or New Zealand regulatory authorities, in order to conduct, administer and publicise the promotion. By entering the promotion, entrants consent to the Promoter using their personal information and sending them information in accordance with the Promoter's Privacy Policy (available at [www.adidas.co.nz/help/pac-company/privacy-policy](http://www.adidas.co.nz/help/pac-company/privacy-policy) or [www.adidas.com.au/help/pac-company/privacy-policy](http://www.adidas.com.au/help/pac-company/privacy-policy)) and otherwise agree to the terms of the Promoter's Privacy Policies. Without limitation, the Promoter and its related bodies corporate may, for an indefinite period unless and until otherwise advised by the entrant, use entrants' personal information for marketing, advertising and opinion research purposes, including sending electronic messages or telephoning the entrant. This includes sending entrants information about adidas Group products. Entrants can advise the Promoter at any time if they no longer wish to receive marketing communications from the Promoter, by using the unsubscribe facility provided in the Promoter's marketing communications, or by contacting the Promoter at the address below or in accordance with the Promoter's Privacy Policy. Some of the Promoter's agents, contractors, service providers, prize suppliers and related bodies corporate may be located overseas, including in Germany, Switzerland, Netherlands and Austria, and as a result the entrant's personal information may be disclosed overseas. If an entrant does not provide the information requested, they may not be able to enter the promotion. The Promoter's Privacy Policy contains information about how entrants can gain access to or seek correction of personal information that the Promoter holds about them. It also contains information about how entrants can make a privacy complaint and how the Promoter will deal with it. The Promoter will take reasonable steps to ensure that the third parties to whom the Promoter discloses personal information are bound to protect the privacy of that personal information.

Entrants' personal information may also be disclosed to State and Territory lottery departments and winners' names will be published in accordance with these Terms and Conditions and as required under relevant lottery legislation.
24. Each entrant must comply with these Terms and Conditions. Each entrant indemnifies and will keep indemnified the Promoter in relation to all loss and damage whatsoever which is suffered (including but not limited to indirect or consequential loss) by the Promoter as a direct or indirect result of the entrant acting inconsistently with or breaching any part of these Terms and Conditions.
25. The Promoter does not accept any responsibility for late, lost, incomplete, incomprehensible, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. All entries are deemed to be received at the time of receipt in the promotional database.
26. The Promoter is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination of these, or any other technical failures including any damage to an entrant's (or any other person's) mobile handset or computer related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion. Entrants acknowledge that the Internet is not a secure medium and that the Promoter is not responsible for the security of on-line entries.

27. The Promoter accepts no responsibility for any tax implications that may arise from the winning of the prize or the use of the prize. It is the responsibility of each entrant to seek independent advice on the possible implications this may have on their own financial situation.
28. If for any reason this promotion is not capable of running as planned, including as a result of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity, safety or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion, subject to any applicable legislation. Any cancellation, termination, modification or suspension of the promotion will be notified at [enter details e.g. promoter's website].
29. The Promoter's decision on all aspects relating to this promotion is final. However, the Promoter will consider any dispute concerning the conduct of the promotion or claiming a prize and endeavour to resolve the dispute. Any disputes should be notified to [customerservice@webmail.adsint.biz](mailto:customerservice@webmail.adsint.biz) within 3 months of the end of the Promotion Period. A representative of the Promoter shall be in contact to address such disputes.
30. Entrants acknowledge that the promotion is in no way sponsored, endorsed or administered by, or associated with Instagram, and release Instagram from all liability arising in respect of the promotion.
31. These Terms and Conditions are governed by the laws of Australia and New Zealand, as applicable.
32. If any of these terms and conditions are determined to be illegal, invalid or otherwise unenforceable, then the remaining terms and conditions shall continue in full force and effect.
33. The Promoter is adidas Australia Pty Ltd (ABN 80 058 390 659) of Level 6, 65 Dover Street, Cremorne, Victoria 3121. Telephone: [\(03\) 9563 5299](tel:0395635299) in conjunction with adidas New Zealand Limited of Adidas House, Building C, Level 1, 600 Great South Road, Greenlane, Auckland, 1051, New Zealand. Telephone/Email: [+64 800 234 327](tel:+64800234327).